

RECORDATION NO. 26608-C FILED

OCT 13 '11 -8 00 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELIZABETH C. ALVORD (1964)

October 11, 2011

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S W
Washington, D C 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U S C Section 11301(a) are two (2) copies of a Termination of Security Interest, dated September 30, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Memorandum of Mortgage and related documents previously filed with the Board under Recordation Number 26608-A

The names and addresses of the parties to the enclosed document are

Security Trustee	Wells Fargo Bank Northwest, National Association 299 South Main Street Salt Lake City, UT 84111
Borrower	GRH 2006-1, LLC (f/k/a ARH 2006-1, LLC) c/o GATX Rail Holdings, Inc 222 West Adams Street Chicago, IL 60606

Chief
Section of Administration
October 13, 2011
Page Two

A description of the railroad equipment covered by the enclosed document
is

200 railcars TERMINATED MWAX 4201 – MWAX 4400

A short summary of the document to appear in the index follows.

Termination of Security Interest

Also enclosed is a check in the amount of \$41 00 payable to the order
of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



✓ Edward M. Luria

EML/sem
Enclosures

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TERMINATION OF SECURITY INTEREST

SURFACE TRANSPORTATION BOARD

THIS TERMINATION OF SECURITY INTEREST ("Termination") dated September 30, 2011 between **GRH 2006-1, LLC** (the "**Borrower**") and **WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION** (the "**Security Trustee**" and together with the Borrower, the "**Parties**") Capitalized terms used in this Termination and not otherwise defined herein shall have the meanings (by cross-reference or otherwise) in the Security Agreement (as defined below).

WHEREAS, the Borrower and the Security Trustee are parties to that certain Security Agreement dated as of May 31, 2006 (as amended, modified and supplemented from time to time, the "**Security Agreement**");

WHEREAS, the Borrower and the Security Trustee are parties to that certain Memorandum of Mortgage, dated as of October 10, 2006, copies of which were recorded with the Surface Transportation Board (the "**STB**") on October 10, 2006 at 2:07 p.m. and assigned recordation number 26608-A; and

WHEREAS, the Borrower and the Security Trustee now desire to terminate and cancel in full the Security Trustee's security interest in and mortgage lien upon all right, title and interest of the Borrower in and to the Equipment listed on Exhibit I hereto (the "**Relevant Units**").

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows.

1. The Security Trustee hereby terminates and cancels in full the Security Trustee's security interest in and mortgage lien upon all right, title and interest of the Borrower in and to the Relevant Units, effective as of the date of this Termination (the "**Effective Date**") in accordance with the terms and conditions of the Security Agreement, and the Parties hereby agree that no rights, duties or liabilities under the Security Agreement in relation to the Relevant Units shall survive such termination and cancellation of the Security Trustee's security interest in and mortgage lien upon all right, title and interest of the Borrower in and to the Relevant Units, except with respect to acts, events, or omissions under the Security Agreement occurring on or prior to the Effective Date and indemnities with respect to such acts, events or omissions.

2. The Parties agree to file this Termination with the STB so as to release any security interest in and mortgage lien created by or arising out of the Security Agreement with respect to the Relevant Units.

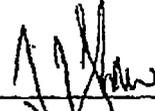
3. This Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together constituting only one and the same agreement

4. This Termination shall be governed by and construed in accordance with the laws of the State of New York.

* * *

IN WITNESS WHEREOF, the Parties have each caused this Termination to be duly executed and delivered as of the date first above written.

**WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION**, not in its
individual capacity but solely as Security
Trustee

By: 
Name: Glenn J Shaw
Title: Vice President

GRH 2006-1, LLC, as Borrower

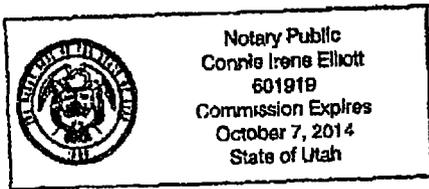
By: GATX Rail Holdings, Inc., its Manager

By: 
Name: WILLIAM J. HASEK
Title: VICE PRESIDENT & TREASURER

STATE OF Utah)
)
COUNTY OF Salt Lake) SS:

On this, the ___ day of October, 2011, before me, a Notary Public in and for said County and State, personally appeared Glenn Sivan, who being by me duly sworn, says that (s)he is the Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION (the "Company"), that said instrument was signed on October ___, 2011 on behalf of the Company, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Connie Elliott

Name: Connie Elliott
Notary Public
My Commission Expires: 10/7/2014
Residing in Salt Lake

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

On this, the 12th day of October, 2011, before me, a Notary Public in and for said County and State, personally appeared William J. Hasek, who being by me duly sworn, says that (s)he is the VP & Treasurer of GRH 2006-1, LLC (the "Company"), that said instrument was signed on October 10th, 2011 on behalf of the Company, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Patricia Lodge

Name: PATRICIA LODGE
Notary Public
My Commission Expires: 02/01/2015
Residing in ILLINOIS

(SEAL)

**EXHIBIT I TO
TERMINATION OF SECURITY INTEREST
EQUIPMENT**

Two Hundred (200) 2400 cubic foot capacity open top hoppers; 44' 11 1/2" over pulling face of couplers; NSC Specification No. P-5685/06; Arrangement Drawing No. 60277580, each manufactured by National Steel Car, Ltd.

Car Numbers

1) MWAX004201	36) MWAX004236	71) MWAX004271
2) MWAX004202	37) MWAX004237	72) MWAX004272
3) MWAX004203	38) MWAX004238	73) MWAX004273
4) MWAX004204	39) MWAX004239	74) MWAX004274
5) MWAX004205	40) MWAX004240	75) MWAX004275
6) MWAX004206	41) MWAX004241	76) MWAX004276
7) MWAX004207	42) MWAX004242	77) MWAX004277
8) MWAX004208	43) MWAX004243	78) MWAX004278
9) MWAX004209	44) MWAX004244	79) MWAX004279
10) MWAX004210	45) MWAX004245	80) MWAX004280
11) MWAX004211	46) MWAX004246	81) MWAX004281
12) MWAX004212	47) MWAX004247	82) MWAX004282
13) MWAX004213	48) MWAX004248	83) MWAX004283
14) MWAX004214	49) MWAX004249	84) MWAX004284
15) MWAX004215	50) MWAX004250	85) MWAX004285
16) MWAX004216	51) MWAX004251	86) MWAX004286
17) MWAX004217	52) MWAX004252	87) MWAX004287
18) MWAX004218	53) MWAX004253	88) MWAX004288
19) MWAX004219	54) MWAX004254	89) MWAX004289
20) MWAX004220	55) MWAX004255	90) MWAX004290
21) MWAX004221	56) MWAX004256	91) MWAX004291
22) MWAX004222	57) MWAX004257	92) MWAX004292
23) MWAX004223	58) MWAX004258	93) MWAX004293
24) MWAX004224	59) MWAX004259	94) MWAX004294
25) MWAX004225	60) MWAX004260	95) MWAX004295
26) MWAX004226	61) MWAX004261	96) MWAX004296
27) MWAX004227	62) MWAX004262	97) MWAX004297
28) MWAX004228	63) MWAX004263	98) MWAX004298
29) MWAX004229	64) MWAX004264	99) MWAX004299
30) MWAX004230	65) MWAX004265	100) MWAX004300
31) MWAX004231	66) MWAX004266	101) MWAX004301
32) MWAX004232	67) MWAX004267	102) MWAX004302
33) MWAX004233	68) MWAX004268	103) MWAX004303
34) MWAX004234	69) MWAX004269	104) MWAX004304
35) MWAX004235	70) MWAX004270	105) MWAX004305

106)	MWAX004306	138)	MWAX004338	170)	MWAX004370
107)	MWAX004307	139)	MWAX004339	171)	MWAX004371
108)	MWAX004308	140)	MWAX004340	172)	MWAX004372
109)	MWAX004309	141)	MWAX004341	173)	MWAX004373
110)	MWAX004310	142)	MWAX004342	174)	MWAX004374
111)	MWAX004311	143)	MWAX004343	175)	MWAX004375
112)	MWAX004312	144)	MWAX004344	176)	MWAX004376
113)	MWAX004313	145)	MWAX004345	177)	MWAX004377
114)	MWAX004314	146)	MWAX004346	178)	MWAX004378
115)	MWAX004315	147)	MWAX004347	179)	MWAX004379
116)	MWAX004316	148)	MWAX004348	180)	MWAX004380
117)	MWAX004317	149)	MWAX004349	181)	MWAX004381
118)	MWAX004318	150)	MWAX004350	182)	MWAX004382
119)	MWAX004319	151)	MWAX004351	183)	MWAX004383
120)	MWAX004320	152)	MWAX004352	184)	MWAX004384
121)	MWAX004321	153)	MWAX004353	185)	MWAX004385
122)	MWAX004322	154)	MWAX004354	186)	MWAX004386
123)	MWAX004323	155)	MWAX004355	187)	MWAX004387
124)	MWAX004324	156)	MWAX004356	188)	MWAX004388
125)	MWAX004325	157)	MWAX004357	189)	MWAX004389
126)	MWAX004326	158)	MWAX004358	190)	MWAX004390
127)	MWAX004327	159)	MWAX004359	191)	MWAX004391
128)	MWAX004328	160)	MWAX004360	192)	MWAX004392
129)	MWAX004329	161)	MWAX004361	193)	MWAX004393
130)	MWAX004330	162)	MWAX004362	194)	MWAX004394
131)	MWAX004331	163)	MWAX004363	195)	MWAX004395
132)	MWAX004332	164)	MWAX004364	196)	MWAX004396
133)	MWAX004333	165)	MWAX004365	197)	MWAX004397
134)	MWAX004334	166)	MWAX004366	198)	MWAX004398
135)	MWAX004335	167)	MWAX004367	199)	MWAX004399
136)	MWAX004336	168)	MWAX004368	200)	MWAX004400
137)	MWAX004337	169)	MWAX004369		

CERTIFICATION

I Edward M Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated 10/13/11

Edward M Luria
Edward M Luria